

A. G. Contract No. KR02-0607TRN
ADOT ECS File: JPA 01-197
Project: HURF Exchange
Section: Industrial Boulevard
Project No. HRF-LHV-0-758
TRACS No: HF058 01C

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
LAKE HAVASU CITY, ARIZONA

THIS AGREEMENT is entered into 12 July, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and LAKE HAVASU CITY acting by and through its MAYOR AND CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-6993(G) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State Transportation Board has approved the exchange of \$360,000.00 in Highway User Revenue Funds (HURF) to the City for construction of improvements to Industrial Boulevard, and such funds will be repaid to the State by withholding from the Western Arizona Council of Governments (WACOG) federal funds and the obligation authority for federal funds in the amount of \$450,623.00

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 25377
Filed with the Secretary of State
Date Filed: 07/12/02

Betsy Bayless
Secretary of State

By: Timothy V. Guenewald

II. SCOPE OF WORK

1. The City will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project cost at the start of construction.

d. Invoice the State for thirty percent of the project cost at the thirty percent and sixty percent project completion stages.

e. Upon completion, approve and accept the project as complete and provide maintenance.

f. Invoice the State for ten percent of the project cost at the one hundred percent project completion stage, after WACOG representatives and State representatives complete final project review.

2. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the City HURF funds in accordance with paragraph II.1.c., d. and f. above.

b. Withhold from CAAG, federal funds and the obligation authority of federal funds in the amount of \$450,623.00.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contracting:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Lake Havasu City
City Manager
2330 N. McCulloch Boulevard
Lake Havasu City, AZ 86403

For Invoicing and Approvals:

Arizona Department of Transportation
Local Government Section
205 South 17 Avenue, Mail Drop 630E
Phoenix, AZ 85007

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

LAKE HAVASU CITY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By Melanie Grinstead-Hanak
MELANIE GRINSTEAD-HANAK
Mayor

By Mary Lynn Tischer
MARY LYNN TISCHER, Director
Transportation Planning Division


ATTEST

By Carla Simendich
CARLA SIMENDICH
City Clerk

RESOLUTION

BE IT RESOLVED on this 12th day of December, 2001, that I, the undersigned VICTOR M. MENDEZ, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the TRANSPORTATION PLANNING DIVISION, to enter into an agreement with LAKE HAVASU CITY for the purpose of defining the responsibilities for exchange of Highway User Revenue Funds (HURF) to the City for construction of improvements to Industrial Boulevard, and such funds will be repaid to the State by withholding from the Western Arizona Council of Governments (WAGOG) federal funds and the obligation authority for federal funds.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning Division or higher, for approval and execution.


MARY LYNN TISCHER, Division Director
Transportation Planning Division
for VICTOR M. MENDEZ, Director

RESOLUTION NO. 02-1660

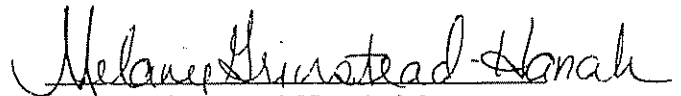
A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF LAKE HAVASU CITY, MOHAVE COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA (ADOT) FOR CONSTRUCTION OF IMPROVEMENTS TO INDUSTRIAL BOULEVARD AS A PART OF THE INDUSTRIAL BOULEVARD WIDENING PROJECT, NO. ST-240-02.

WHEREAS, the Arizona Department of Transportation has approved the exchange of \$360,000.00 in Highway User Revenue Funds (HURF) to the City for construction of improvements to Industrial Boulevard in the City; and

WHEREAS, Lake Havasu City agrees to construct the Industrial Boulevard Widening Project, No. ST-240-02, for an estimated construction cost of \$725,490.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council hereby approve this intergovernmental agreement for the intent and purpose stated above, and authorize the City Manager to execute said agreement with the State of Arizona (ADOT) relating to the construction of improvements to Industrial Boulevard.

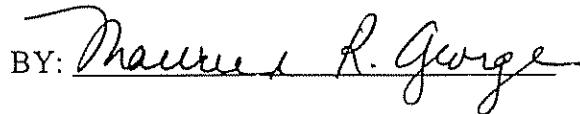
PASSED AND ADOPTED by the Mayor and City Council of Lake Havasu City, Arizona, this 18th day of June, 2002.


Melanie Grinstead-Hanak, Mayor

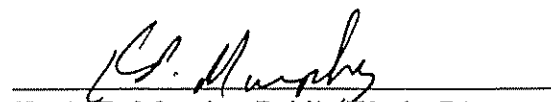
ATTEST:


Carla Simendich, City Clerk

APPROVED AS TO FORM
LAKE HAVASU CITY ATTORNEY'S OFFICE:

BY: 

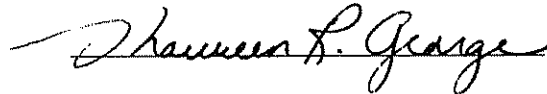
REVIEWED BY:


Kevin P. Murphy, Public Works Director

APPROVAL OF THE CITY OF LAKE HAVASU ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, among the STATE OF ARIZONA, Department Of Transportation and the CITY OF LAKE HAVASU, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 3rd day of June, 2002



Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-0607TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED July 8, 2002.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:srs

Enc.

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